

EXHIBIT A

STATEMENT OF WORK FOR MONROE

1. Monroe to specify words to be used in the SRT their occurrence and levels.
2. Monroe to record words (1 month after receipt of order [ARO])
3. Monroe to supply all hardware (except SRT and headsets) for field evaluation.
4. Monroe to prepare evaluation plan.
5. Monroe to prepare final report on evaluation.
6. Monroe to conduct field evaluation and monitoring of field evaluation.
7. Monroe to define all sound output levels for words and tones versus time and frequencies (2 weeks ARO).
8. Monroe to evaluate SRT at Monroe prior to field evaluation.
9. Monroe to participate in design review at MDEC four months ARO.
10. Monroe to perform any other applicable tasks required by Technical Proposal.

[illegible]

GENERAL TERMS AND CONDITIONS

MDC 450 (REV 14 AUG 81)

1. FORMATION OF CONTRACT AND MODIFICATIONS

This order is MDC's offer to Seller and acceptance by Seller is expressly limited to the terms of this offer. Commencement of performance, or written acknowledgement of this order, shall constitute conclusive evidence of such acceptance. Any different or additional terms of Seller are hereby objected to and rejected by MDC. Upon acceptance, this contract shall be the complete and exclusive statement of the terms of the agreement between MDC and Seller. Any modification or change to this contract must be in writing and signed by MDC's authorized Purchasing Representative.

2. INSPECTION, ACCEPTANCE AND REJECTION

(A) All goods (which term throughout this contract includes, without limitation, raw materials, components, intermediate assemblies, end products and, where applicable, services to be performed hereunder) shall be subject to inspection and test at all times and places, including the period of manufacture, by MDC, and also the Government if this is a subcontract that is placed under a Government contract. Inspectors shall have access to all areas on the premises of the Seller or of Seller's subcontractors in which work on this contract is being performed.

(B) Seller and Seller's subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. All goods to be delivered hereunder shall be subject to final inspection, test and acceptance by MDC at destination, notwithstanding any payment or inspection at source. MDC shall accept or give notice of rejection of goods delivered hereunder within a reasonable time after receipt of such goods. Failure to give notice of rejection shall constitute acceptance, but acceptance by any manner shall not waive any warranty obligations of Seller.

(C) Any tender of goods which is nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of this contract and MDC shall have the absolute right to reject such goods, in whole or in part, and notify Seller thereof. In the event of such a tender, MDC shall be entitled to all remedies as provided by law, and in addition thereto shall have the right to do any or all of the following: (i) to hold such nonconforming goods for a reasonable period at Seller's risk and expense pending a determination to accept or reject any or all thereof, (ii) to return same to Seller at MDC's election and at Seller's risk and expense for replacement or correction, (iii) to accept same subject to an equitable price reduction, (iv) to replace or correct same and charge to Seller the cost occasioned to MDC thereby, (v) to recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by MDC as a result of such holding, return, replacement, correction, reductions, or rejections of nonconforming goods, or (vi) to terminate this contract as provided in Article 9 hereof.

3. QUALITY CONTROL

Seller shall provide and maintain a quality control system acceptable to MDC for the items purchased under this contract, and Seller shall permit MDC to review procedures, practices, processes and related documents to determine such acceptability.

4. WARRANTY

(A) Seller warrants that all goods furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part of this contract), will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by MDC, free from defects in design. MDC's approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this warranty.

(B) In addition to its other remedies, MDC may, at Seller's expense, require prompt correction or replacement of any goods failing to meet Seller's warranties herein. Goods corrected or replaced by Seller shall be subject to all of the provisions of this contract in the manner and to the extent as goods originally furnished hereunder.

5. DELIVERY

Seller shall strictly adhere to the delivery schedule specified in this contract. If, at any time, Seller believes it may be unable to comply with the delivery schedule, Seller shall immediately notify MDC's Purchasing Department in writing of the probable length of any anticipated delay and the reasons for it, and shall continue to notify MDC's Purchasing Department of any material change in the situation. In the event of such notification or of an actual failure by Seller to comply with the delivery schedule, MDC may, in addition to all other remedies require Seller, at Seller's expense, to ship goods via air freight or expedited routing to avoid or minimize delay. In the event of early delivery, MDC may store goods at Seller's expense.

6. CHANGES

MDC may, at any time, exclusively by a written order signed by its authorized Purchasing Representative, and without notice to sureties, make changes within the general scope of this contract which affect the (i) drawings, designs, or specifications of goods being specially manufactured for MDC; (ii) method of shipment or packing; (iii) place of delivery; (iv) delivery schedules. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this article must be asserted in writing to MDC's Purchasing Department not later than thirty (30) days after the date of receipt by Seller of the written change authorization, or within such extension as MDC may grant in writing. MDC may, in its sole discretion, consider any such claim regardless of when asserted. Such claim shall be in the form of a complete change proposal fully supported by factual information. Pending any such adjustment, Seller will diligently proceed with the contract as modified. Where the cost of property made excess or obsolete as a result of a change is included in Seller's claim for adjustment, MDC shall have the right to direct the manner of disposition of such property. MDC shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.

7. INVOICE AND PAYMENT

(A) For each shipment of goods Seller shall submit an original invoice marked "original" and one copy marked "copy" to the appropriate MDC Accounts Payable Department. Taxes must be separately itemized. Purchase Order number and item number must appear on all shipping documents, invoices, quality certifications, and packing sheets.

(B) Determination of payment due date, whether under net or discount terms, will be based on the latest of (i) the date goods are received, (ii) the date goods are scheduled to be shipped/received under the contract; or (iii) the date an accurate invoice is received.

(C) Payment will be deemed to have been made when deposited in the mail.

8. TERMINATION FOR CONVENIENCE

MDC may terminate this contract for its convenience in whole or, from time to time, in part in accordance with the provisions set forth in Defense Acquisition Regulation (DAR) 8-706 as in effect on the date of this contract, which provisions are hereby incorporated by reference. If this contract is not issued under a Government prime contract or subcontract thereunder, the "record" keeping requirement of paragraph (i) of said clause shall be deemed deleted.

9. TERMINATION FOR DEFAULT

(A) MDC may terminate the whole or any part of this contract in any of the following circumstances:

(1) If Seller fails to deliver the goods or to perform the services required by this contract within the time specified herein, or any extension thereof granted by MDC in writing; or

(2) If Seller fails to perform any of the other provisions of this contract or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from MDC specifying such failure; or

(3) In the event of suspension of Seller's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of creditors.

(B) MDC may require Seller to transfer title and deliver to MDC in the manner and to the extent directed by MDC (i) any completed goods, and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, (hereinafter called "manufacturing materials") as Seller has produced or acquired for the performance of this contract, including the assignment to MDC of Seller's subcontracts; and Seller shall protect and preserve property in possession of Seller in which MDC has an interest. Payment for completed goods delivered to and accepted by MDC shall be at the contract price. Payment for manufactured materials delivered to and accepted by MDC and for the protection and preservation of property shall be at a price determined in the same manner as provided in Article 8 hereof, except that Seller shall not be entitled to profit. MDC may withhold from Seller monies otherwise due Seller for completed goods and/or manufacturing materials in such amounts as MDC determines necessary to protect MDC against loss due to outstanding liens or claims against said goods.

10. MDC PROPERTY

Seller shall keep all property furnished by MDC and all property to which MDC acquires title by virtue of this contract segregated and clearly marked and will maintain a complete inventory thereof. Seller assumes all risk of loss, destruction or damage to such property while in Seller's custody or control. Seller will immediately notify MDC's Purchasing Department in writing of any such loss, destruction or damage. Upon termination or completion of this contract, Seller will deliver such property, as directed by MDC, in good condition subject to ordinary wear and tear and normal manufacturing losses.

11. LIMITED RIGHTS TO INFORMATION

The information contained in reports, drawings, documents, or other records which are furnished to Seller by MDC shall not be disclosed by Seller to others and shall not be used for purposes other than performance of this contract without MDC's written consent. This clause shall not apply to information in the prior possession of Seller or acquired by Seller from a source other than MDC, nor shall it limit any rights the Government may have in such information.

12. PATENT INDEMNITY

Seller agrees to indemnify and hold harmless MDC, its customers and users of its products, against any expense, loss of liability for any actual or alleged infringement of any patent, trademark or copyright, arising from or related to the use, sale, manufacture or disposal of the goods furnished to MDC under this contract. Upon receipt of timely notice of any claim or suit alleging such infringement, Seller agrees to defend MDC, its customers and users of its products, or any of them, at Seller's expense.

13. SUBCONTRACTING

No goods to be delivered under this contract shall be procured by Seller from a third party in completed or substantially completed form without MDC's prior written consent. This limitation shall not apply to Seller's purchases of standard commercial supplies or raw material.

14. SUSPENSION OF WORK

MDC's Purchasing Representative may, by written order, suspend all or part of the work to be performed under this contract for any period not to exceed ninety (90) days. Within such period, or any extension thereof to which the parties may agree, MDC shall either: (i) cancel such suspension or (ii) terminate the work covered by suspension in accordance with Article 8 or Article 9 hereof. Seller shall resume work whenever a suspension is cancelled or expires. An equitable adjustment shall be made in the delivery schedule or contract price, or both, if: (i) the suspension results in a change in Seller's cost of performance or ability to meet the contract delivery schedule, and (ii) Seller asserts a claim for adjustment within thirty (30) days after the end of the period of suspension.

15. NOTICE OF LABOR DISPUTES

(A) Whenever Seller has knowledge that any actual or potential labor disputes is delaying or threatens to delay the timely performance of this contract, Seller shall immediately give notice thereof, and all relevant information with respect thereto, to MDC's Purchasing Department and shall continue to notify MDC's Purchasing Department of any material change in the situation.

(B) Seller agrees to insert the substance of this clause including this paragraph (B) in any subcontract hereunder wherein a labor dispute may delay the timely performance of this contract.

16. DISAGREEMENT

If a disagreement between MDC and Seller arises under this contract, Seller agrees to proceed with the performance of the contract, including the delivery of goods, in accordance with MDC instructions pending resolution of the disagreement. Upon resolution of the disagreement this contract shall be amended, if necessary, to reflect such resolution.

17. WAIVER AND SEVERABILITY

Any action or inaction by MDC or the failure of MDC, on any occasion, to enforce any right or provision of this contract shall not be construed to be a waiver by MDC of its rights hereunder, and shall not prevent MDC from enforcing such provision or right on any future occasion. A determination that any portion of this contract is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this contract.

18. RIGHTS AND REMEDIES

The rights and remedies of MDC herein are cumulative, and are in addition to any other rights or remedies that MDC may have at law or in equity.

19. PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this contract, the following order of precedence shall apply: (i) special terms and conditions, (ii) general terms and conditions, (iii) specifications and (iv) all other attachments incorporated herein by reference. MDC's specifications shall prevail over any subsidiary documents referenced therein. Seller shall not use any specification in lieu of those contained in this contract without written consent of MDC's authorized Purchasing Representative.

20. COMPLIANCE WITH STATUTES AND REGULATIONS

In the performance of this contract Seller shall comply with all applicable statutes, rules, regulations and orders of the United States, and of any State or political subdivision thereof.

21. APPLICABLE LAW

This contract shall be governed by and construed in accordance with the laws (including applicable statutes of limitation) of the state in which the MDC Purchasing Department placing this contract is located, regardless of the location of execution or performance of this contract.

IF THIS CONTRACT IS PLACED UNDER A GOVERNMENT (DOD/NASA) CONTRACT THE FOLLOWING ADDITIONAL PROVISIONS SHALL APPLY

22. GOVERNMENT CONTRACT

If this contract is placed under a Government (DOD/NASA) contract, each of the clauses identified herein, set forth either in the Defense Acquisition Regulation (DAR) or in the National Aeronautics and Space Administration Procurement Regulations (NAS-APR), in effect on the date of this contract, is incorporated herein by reference. In all of the following clauses "Contractor" shall mean Seller, "Contract" shall mean this contract. In clause (A) (13) Technical Data Withholding of Payment 7-104.9(h) "Contracting Officer" and "Government" shall mean MDC.

(A) Department of Defense (DAR)

(1) Contract Work Hours and Safety Standards Act-Overtime Compensation (excluding paragraph (e) "Records") 7-103.16. This clause only applies if this contract exceeds \$2,500.

(2) Walsh-Healey Public Contracts Act 7-103.17. This clause only applies if this contract exceeds \$10,000.

(3) Equal Opportunity 7-103.18(a). This clause only applies if this contract exceeds \$10,000.

(4) Authorization and Consent 7-103.22.

(5) Notice and Assistance Regarding Patent and Copyright Infringement 7-103.23. (A copy of each notice sent to the Government shall be sent to MDC.) This clause only applies if this contract exceeds \$10,000.

(6) Pricing of Adjustments 7-103.26.

(7) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era 7-103.27. This clause only applies if this contract exceeds \$10,000.

(8) Affirmative Action for Handicapped Workers 7-103.28. This clause only applies if this contract exceeds \$2,500.

(9) Clean Air and Water 7-103.29. This clause only applies if this contract exceeds \$100,000.

(10) Buy American Act and Balance of Payment Program 7-104.3.

(11) Filing of Patent Applications 7-104.6.

(12) Rights in Technical Data and Computer Software 7-104.9(a). This clause only applies if the delivery of data is required, or where computer software may be originated, developed or delivered.

(13) Technical Data-Withholding of Payment 7-104.9(h). This clause only applies if the delivery of data is required by this contract.

(14) Restrictive Markings on Technical Data 7-104.9(p). This clause only applies if the delivery of data is required.

(15) Excess Profit 7-104.11(a). This clause only applies if this contract exceeds \$10,000.

(16) Military Security Requirements (excluding the last sentence of paragraph (c)) 7-104.12. This clause only applies if access to classified material is required.

(17) Utilization of Small Business and Small Disadvantaged Business Concerns 7-104.14(a).

(18) Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns 7-104.14(b). This clause only applies if this contract exceeds \$500,000 and Seller is not a Small Business Concern.

(19) Examination of Records by Comptroller General 7-104.15. This clause only applies if this contract exceeds \$10,000.

(20) Priorities, Allocations, and Allotments 7-104.18.

(21) Utilization of Labor Surplus Area Concerns 7-104.20(a).

(22) Labor Surplus Area Subcontracting Program 7-104.20(b). This clause only applies if this contract exceeds \$500,000.

(23) Government Property 7-104.24(a).

(24) Required Source for Jewel Bearings and Related Items 7-104.37.

(25) Required Sources for Miniature and Instrument Ball Bearings 7-104.38.

(26) Audit by Department of Defense 7-104.41(a). This clause only applies if this contract exceeds \$10,000.

(27) Limitation of Liability 7-104.45(a). (The term "acceptance" as used herein means acceptance of the supplies by the Government.)

(28) Required Sources for Precision Components for Mechanical Time Devices 7-104.46.

(29) New Material 7-104.48.

(30) Government Surplus 7-104.49.

(31) Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles 7-104.81.

(32) Preference for Domestic Specialty Metals 7-104.93(a).

(33) Preference for United States Flag Air Carriers 7-104.95.

(B) National Aeronautics and Space Administration (NASAPR)

(1) Geographic Participation in the Aerospace Program 1.302.51. This clause only applies if this contract exceeds \$100,000.

(2) Priorities, Allocations and Allotments 1.307.2.

(3) Required Source for Jewel Bearings and Related Items 1.315(e).

(4) Utilization of Small Business and Small Disadvantaged Business Concerns 1.707-3(a).

(5) Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns 1.707-3(b). This clause only applies if this contract exceeds \$500,000 and Seller is not a Small Business Concern.

(6) Utilization of Labor Surplus Area Concerns 1.805-3(a).

(7) Labor Surplus Area Subcontracting Program 1.805-3(b). This clause only applies if this contract exceeds \$500,000.

(8) New Material 1.1208(a).

(9) Government Surplus 1.1208(d).

(10) Preference for United States Flag Vessels 1.1402-3(b).

(11) Clean Air and Water 1.2302-2. This clause only applies if this contract exceeds \$100,000.

(12) Buy American Act 6.104-5.

(13) Pricing of Adjustments 7.103-54.

(14) Security Requirements (excluding the last sentence of paragraph (c)) 7.104-12. This clause only applies if access to classified material is required.

(15) Examination of Records by Comptroller General 7.104-15. This clause only applies if this contract exceeds \$10,000.

(16) Audit by National Aeronautics and Space Administration 7.104-42. This clause only applies if this contract exceeds \$10,000.

(17) Limitation of Liability 7.104-45(a). (The term "acceptance" as used herein means acceptance of the supplies by the Government.)

(18) Financial Reporting of Government-Owned/Contractor-Held Property 7.104-54.

(19) Preference for United States Flag Air Carriers 7.104-95.

(20) Authorization and Consent 9.102(a).

(21) Notice and Assistance Regarding Patent and Copyright Infringement 9.104. (A copy of each notice sent to the Government shall be sent to MDC.) This clause only applies if this contract exceeds \$10,000.

(22) Filing of Patent Applications 9.106.

(23) Optional Data Requirements 9.203-2. This clause only applies if this contract involves experimental, developmental, research or study work.

(24) Rights in Data 9.203-3(a). This clause only applies if the delivery of data is required by this contract.

(25) Contract Work Hours Standards Act-Overtime Compensation (excluding paragraph (e) "Records") 12.303-1. This clause only applies if this contract exceeds \$2,500.

(26) Walsh-Healey Public Contracts Act 12.605. This clause only applies if this contract exceeds \$10,000.

(27) Equal Opportunity 12.804(a). This clause only applies if this contract exceeds \$10,000.

(28) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era 12.1102-2. This clause only applies if this contract exceeds \$10,000.

(29) Affirmative Action for Handicapped Workers 12.1302-1. This clause only applies if this contract exceeds \$2,500.

(30) Government Property 13.702(a).

(31) Report on NASA Subcontracts 21.500. This clause (excluding paragraph (e)) only applies if this contract exceeds \$50,000.

(32) Women-Owned Business Concerns Subcontracting Program, Executive Order 12138. This clause only applies if this contract exceeds \$500,000.

ADDITIONAL PURCHASE ORDER/SUBCONTRACT CONDITIONS COST AND PRICING DATA

MDC 450-1 (28 FEB 74)

(DOD ONLY)

1. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA.

1.1 If the sum payable to McDonnell Douglas under the contract(s) for which the supplies or services called for by this purchase order/subcontract are acquired is reduced because:

- (a) The Seller furnished cost or pricing data which was not complete, accurate and current as certified in the Seller's Certificate of Current Cost or Pricing Data; or
- (b) a subcontractor of Seller furnished cost or pricing data which was not complete, accurate and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data; or
- (c) a subcontractor or prospective subcontractor of Seller furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a subcontract cost estimate furnished by the Seller but which was not complete, accurate and current as of the date certified in the Seller's Certificate of Current Cost or Pricing Data; or
- (d) the Seller or a subcontractor or prospective subcontractor of Seller furnished any data not within (a), (b) or (c) above, which was not accurate as submitted;

the sums payable to Seller under this purchase order/subcontract shall be reduced accordingly, and this pur-

chase order/subcontract shall be modified in writing as may be necessary to reflect such reduction.

- 1.2 If an appealable decision is made by a contracting officer of the United States relating to cost or pricing data submitted by the Seller, or by a subcontractor of Seller, such decision shall be conclusive upon the Seller provided the Seller is given the opportunity to appeal such decision.

2. SUBCONTRACTOR COST OR PRICING DATA.

- 2.1 The clause entitled Subcontractor Cost or Pricing Data, as set forth in the Armed Services Procurement Regulations (ASPR) 7-104.42(a) in effect on the date of this purchase order/subcontract, is incorporated into this purchase order/subcontract by reference. The word "contractor" as used therein shall mean Seller.

3. COST OR PRICING DATA FOR PRICES REMAINING TO BE NEGOTIATED.

- 3.1 If the prices for any supplies or services under this purchase order/subcontract remain to be negotiated, Seller shall submit cost or pricing data in the manner and subject to the conditions set forth in ASPR 3-807.3 in effect on the date of this purchase order/subcontract and shall certify to such data by use of McDonnell Douglas Form 450-4 as of the date the prices are agreed upon.

MCDONNELL DOUGLAS CORPORATION
ADDITIONAL PURCHASE ORDER/SUBCONTRACT CONDITIONS
COST ACCOUNTING STANDARDS

MDC 418 (REV 29 OCT 79)

A. COST ACCOUNTING STANDARDS CLAUSE

(a) Unless the Cost Accounting Standards Board has prescribed rules or regulations exempting the Seller or this purchase order/subcontract from standards, rules and regulations promulgated pursuant to 50 U.S.C. App. 2168 (Public Law 91-379, August 15, 1970), the Seller, in connection with this purchase order/subcontract shall:

(1) Submit a Disclosure Statement disclosing in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosure must be made prior to purchase order/subcontract award unless McDonnell Douglas provides a written notice to the Seller authorizing post-award submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for the purchase order/subcontract shall be the same as the practices currently disclosed and applied on all other purchase orders/subcontracts being performed by the Seller which contain this cost accounting standards clause. If the Seller has marked the Disclosure Statement to indicate that it contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will be protected and will not be released outside of McDonnell Douglas and the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1) above in accumulating and reporting purchase order/subcontract performance cost data concerning this purchase order/subcontract. If any change in disclosed practices is made for purposes of any purchase order/subcontract subject to the Cost Accounting Standard Board requirements, the change must be applied prospectively to this purchase order/subcontract, and the Disclosure Statement must be amended accordingly. If the purchase order/subcontract price or cost allowance of this purchase order/subcontract is affected by such changes, adjustments shall be made in accordance with subparagraph (a) (4) or (a) (5) below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this purchase order/subcontract or if the Seller has submitted cost or pricing data, on the date of final agreement on price as shown on the Seller's signed certificate of current cost or pricing data. The Seller shall also comply with any Cost Accounting Standard which hereafter becomes applicable to this purchase order/subcontract. Such compliance shall be required prospectively from the date of applicability to such purchase order/subcontract.

(4) (A) Agree to an equitable adjustment as provided in the changes clause of this purchase order/subcontract if the purchase order/subcontract cost is affected by a change which, pursuant to (3) above, the Seller is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(B) Negotiate with the Government to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change made under other provisions of this subparagraph (4): PROVIDED, that no agreement may be made under this provision that will increase costs paid by the United States.

(C) When the parties agree to a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (4) (A) above, negotiate an equitable adjustment as provided in the changes clause of this purchase order/subcontract.

(5) Agree to an adjustment of the purchase order/subcontract price or cost allowance, as appropriate, if Seller, or a subcontractor of his at any tier, fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (a) (1) and (a) (2) above and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, or 7 percent per annum whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) The Seller shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relative to compliance with requirements of the clause.

(c) The Seller shall include in all negotiated subcontracts which he enters into the substance of this clause and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price is not based on:

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public, or

(ii) Prices set by law or regulation, except that the requirements shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Clause by reason of Section 331.30 (b) of Title 4, Code of Federal Regulations (4 CFR 331.30 (b)).

(d) For purposes of this clause and the clause entitled "Administration of Cost Accounting Standards", the term "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a contractor or subcontractor after receiving offers from at least two firms not associated with each other or such

contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted.

(e) Any determination of the contracting officer pursuant to the provisions of the Cost Accounting Standards Clause shall be binding upon the Seller. If an appealable decision is made by a contracting officer relating to the Cost Accounting Standards and their applicability to this particular purchase order/subcontract, such decision shall be conclusively binding upon the Seller; provided the Seller is given the opportunity to appeal such decision.

B. ADMINISTRATION OF COST ACCOUNTING STANDARDS

For the purpose of administering Cost Accounting Standards requirements under this Purchase Order/Subcontract, the Seller shall:

(a) Submit to the cognizant Contracting Officer a description of the accounting change and the general dollar magnitude of the change to reflect the sum of all increases and the sum of all decreases for all contracts containing the Cost Accounting Standards Clause or the Disclosure and Consistency of Cost Accounting Practices Clause.

(i) for any change in cost accounting practices required to comply with a new Cost Accounting Standard in accordance with paragraphs (a) (3) and (a) (4) (A) of the clause entitled "Cost Accounting Standards" within sixty (60) days (or such other date as may be mutually agreed to) after award of a Purchase Order/Subcontract requiring such change;

(ii) for any change to Cost Accounting practices proposed in accordance with paragraph (a) (4) (B) or (a) (4) (C) of the clause entitled "Cost Accounting Standards" or with paragraph (a) (3) or (a) (5) of the clause entitled "Disclosure and Consistency of Cost Accounting Practices" not less than sixty (60) days (or such other date as may be mutually agreed to) prior to the effective date of the proposed change; or

(iii) for any failure to comply with an applicable Cost Accounting Standard or to follow a disclosed practice as contemplated by paragraph (a) (5) of the clause entitled "Cost Accounting Standards" or with paragraph (a) (4) of the clause entitled "Disclosure and Consistency of Cost Accounting Practices" within sixty (60) days (or such other date as may be mutually agreed to) after the date of agreement of such noncompliance by the Seller.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within sixty (60) days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to (a) (i), (ii), or (iii) above.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraph (a) (4) and (a) (5) of the clause entitled "Cost Accounting Standards" or with paragraphs (a) (3), (a) (4), and (a) (5) of the clause entitled "Disclosure and Consistency of Cost Accounting Practices."

(d) Include the substance of this clause in all negotiated subcontracts containing either the clause entitled "Cost Accounting Standards" or the clause entitled "Disclosure and Consistency of Cost Accounting Practices." In addition, within thirty (30) days after award of such subcontract submit the following information to Seller's Cognizant Contract Administration Office for transmittal to the Contract Administration Office Cognizant of the subcontractor's facility.

(1) Subcontractor's name and subcontract number.

(2) Dollar amount and date of award.

(3) Name of Contractor making award.

(4) A statement as to whether the subcontractor has made or proposes to make any changes to accounting practices that affect prime contracts or subcontracts containing the Cost Accounting Standards Clause or Disclosure and Consistency of Cost Accounting Practices Clause because of the award of this subcontract unless such changes have already been reported. If award of the subcontract results in making a Cost Accounting Standard(s) effective for the first time, this shall also be reported.

(e) For negotiated subcontracts containing the clause entitled "Cost Accounting Standards," require the subcontractor to comply with all Standards in effect on the date of final agreement on price as shown on the subcontractor's signed certificate of current cost or pricing data or date of award whichever is earlier.

(f) In the event an adjustment is required to be made to any subcontract hereunder, notify the Contracting Officer in writing of such adjustment and agree to an adjustment in the price or estimated cost and fee of this Purchase Order/Subcontract, as appropriate, based upon the adjustment estimated under the subcontract. Such notice shall be given within thirty (30) days after receipt of the proposed subcontract adjustment, or such other date as may be mutually agreed to and shall include a proposal for adjustment to such higher tier subcontract or prime contract as appropriate.

MCDONNELL DOUGLAS CORPORATION
COST ACCOUNTING STANDARDS CERTIFICATION
QUOTATION CONDITIONS

MDC 417 (REV 29 OCT 79)

A. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

Any purchase order/subcontract in excess of \$100,000 resulting from this solicitation except (i) when the price negotiated is based on: (A) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (B) prices set by law or regulations; (ii) purchase order/subcontract awarded to small business concerns (as defined in DAR 1-701.1); or (iii) purchase order/subcontract otherwise exempt (see 4 CFR 331.30(b)) shall be subject to the requirements of the Cost Accounting Standards Board. Any bidder submitting a proposal, which, if accepted, will result in a purchase order/subcontract subject to the requirements of the Cost Accounting Standards Board, must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the bidder's proposal under this solicitation (see II below) unless (i) the bidder, together with all divisions, subsidiaries, and affiliates under common control did not receive net awards exceeding the monetary exemption for disclosure as established by the Cost Accounting Standards Board (see III below); (ii) the bidder exceeded the monetary exemption in the cost accounting period immediately preceding the cost accounting period in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement (see IV below); (iii) the bidder has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal (see V below); or (iv) postaward submission has been authorized by McDonnell Douglas. See 4 CFR 351.70 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: A practice disclosed in a Disclosure Statement shall not be deemed to be, by virtue of such disclosure, a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

Check the appropriate box below:

☐ **I. Statement of Exemption**

Although this quotation exceeded \$100,000, any resulting purchase order/subcontract will be exempt because:

- ☐ It will be based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or

NOTE: A completed DD Form 633-7 must be included in this quotation to support this statement of exemption.

- ☐ It will be based on prices set by law or regulation.

☐ **II. Certificate of Concurrent Submission of Disclosure Statement(s)**

The bidder hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) (See DOD Directory of Contract Administration Components (DOD 4105.59H); and (ii) one copy to the cognizant Contract Auditor.

Date Of
Disclosure
Statement

Name(s) and Address(es) of Cognizant ACO(s)
Where Filed

The bidder further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

☐ **III. Certificate of Monetary Exemption**

The bidder hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to Cost Accounting Standards totaling more than \$10 million in his cost accounting period immediately preceding the period in which this proposal was submitted. The bidder further certifies that if his status changes prior to an award resulting from this proposal he will advise McDonnell Douglas immediately.

CAUTION: Bidders who submitted a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board may claim this exemption only if the dollar volume of CAS-covered national defense prime contract and subcontract awards in their preceding cost accounting period did not exceed the \$10 million threshold and the amount of this award will be less than \$10 million. Such bidders will continue to be responsible for maintaining the Disclosure Statement and following the disclosed practices on CAS-covered prime contracts and subcontracts awarded during the period in which a Disclosure Statement was required.

☐ **IV. Certificate of Interim Exemption**

The bidder hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in (III) above, in his cost accounting period immediately preceding the cost accounting period in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40(f)), he is not yet required to submit a Disclosure Statement. The bidder further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period he will immediately submit a revised certificate to McDonnell Douglas, in the form specified under (II) above or (V) below as appropriate to verify his submission of a completed Disclosure Statement.

CAUTION: Bidders may not claim this exemption if they are currently required to disclose because they were awarded a CAS-covered national defense prime contract or subcontract of \$10 million or more in the current cost accounting period. Further, the exemption applies only in connection with proposals submitted prior to expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ **V. Certificate of Previously Submitted Disclosure Statement(s)**

The bidder hereby certifies that the Disclosure Statement(s) were filed as follows:

Date Of
Disclosure
Statement

Name(s) and Address(es) of Cognizant ACO(s)
Where Filed

The bidder further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

B. COST ACCOUNTING STANDARDS-EXEMPTION FOR PURCHASE ORDER/SUBCONTRACT OF \$500,000 OR LESS

If this proposal is expected to result in the award of a purchase order/subcontract of \$500,000 or less, the bidder shall indicate whether the exemption to the Cost Accounting Standards Clause (MDC 418) under the provisions of 4 CFR 331.30(b) (8) is claimed. Failure to check the box below shall mean that the resultant purchase order/subcontract is subject to the Cost Accounting Standards Clause or that the bidder elects to comply with such clause.

- ☐ The bidder hereby claims an exemption from the Cost Accounting Standards Clause under the provisions of 4 CFR 331.30(b) (8) and certifies that he has received notification of final acceptance of all deliverable items on (i) all prime contracts or subcontracts in excess of \$500,000 which contain the Cost Accounting Standards Clause, and (ii) all prime contracts or subcontracts of \$500,000 or less awarded after January 1, 1975 which contain the Cost Accounting Standards Clause. The bidder further certifies he will immediately notify McDonnell Douglas, in writing, in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards Clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

C. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the bidder is eligible to use the modified provisions of 4 CFR 332 and elects to do so, he shall indicate by checking the box below. Checking the box below shall mean that the resulting purchase order/subcontract is subject to the Disclosure and Consistency of Cost Accounting Practices Clause (MDC 418-1) in lieu of the Cost Accounting Standards Clause (MDC 418).

- ☐ The bidder hereby claims an exemption from the Cost Accounting Standards Clause (MDC 418) under the provisions of 4 CFR 331.30(b) (2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices Clause (MDC 418-1) because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of the CAS-covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The bidder further certifies that if his status changes prior to an award resulting from this proposal he will advise McDonnell Douglas immediately.

CAUTION. Bidders may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a purchase order/subcontract of \$10 million or more or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

FIRM_____

NAME_____

TITLE_____

Date of Certification



EQUAL OPPORTUNITY - QUOTATION CONDITIONS

MDC 450 - 5 (07 JAN 77)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he () has, () has not, filed all required Compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

AFFIRMATIVE ACTION PROGRAM

(The following representation shall be completed by each bidder whose offer is \$50,000 or more and who has 50 employees or more.) The bidder represents that he () has, () has not, developed and maintained at each of his establishments Equal Opportunity Affirmative Action Programs, pursuant to 41 CFR 60.2.

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause, that he will retain certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date

Firm

Name (Individual Signature)

Title

MCDONNELL DOUGLAS ELECTRONICS COMPANY

SHIPPING INSTRUCTIONS

1. These instructions supersede all previous instructions and apply to all materials purchased FOB Origin on existing and future Purchase Orders and to all other McDONNELL DOUGLAS ELECTRONICS COMPANY owned material. They DO NOT apply to any other subsidiary or division of McDonnell Douglas Corporation.
2. When premium transportation must be used because Seller is responsible for delinquencies to Purchase Order scheduled deliveries, Seller will be responsible for the cost difference between surface and premium.
3. Any deviations from the following instructions without prior approval of MDEC PURCHASING OR TRAFFIC may result in Seller being debited for excessive freight costs.

A. ROUTING

SURFACE TRANSPORTATION:

1 - 100 lbs. - UNITED PARCEL SERVICE (Prepay & Bill Charges)

If not acceptable via UPS and/or weighing 70 lbs. or less - PARCEL POST (Prepay and Bill Charges)

Beyond UPS/PP weight or dimension limits thru 10,000 lbs., - MOTOR FREIGHT.

PREMIUM TRANSPORTATION:

(TO BE USED ONLY WHEN AUTHORIZED BY OUR PURCHASING DEPT. IN ACCORDANCE WITH THE FOLLOWING SUGGESTIONS.):

1 - 70 lbs. - UPS/BLEU LABEL AIR (IN AREAS WHERE AVAILABLE)

71 - 1,000 lbs. - AIR FREIGHT LINES (AA, AL, DL, EA, FL, OZ, RC, TW) *

WHERE UPS/BLEU LABEL IS NOT AVAILABLE:

1 - 20 lbs. - AIRBORNE FREIGHT CORPORATION * (See Paragraph C.3.)

21 - 1,000 lbs. - AIR FREIGHT LINES (AA, AL, DL, EA, FL, OZ, RC, TW) *

* MARK BILL OF LADING: HOLD AND NOTIFY AT DESTINATION AIRPORT

B. GENERAL INSTRUCTIONS

1. Unless otherwise specified in the purchase order, consign all shipments to McDONNELL DOUGLAS ELECTRONICS CO., 2600 NORTH THIRD STREET, P.O. BOX 426, RECEIVING DEPARTMENT, BUILDING 96, ST. CHARLES, MISSOURI 63301. All truck and air shipments purchased FOB Origin must be sent collect.
2. Indicate purchase order number and number of boxes on all containers and shipping documents. Two copies of the packing sheet must accompany each shipment.
3. Declare minimum carrier liability. DO NOT purchase additional carrier insurance.
4. Unless otherwise specified in the purchase order, all items shipped on same day must be consolidated on one bill of lading. Mail original bill of lading to McDONNELL DOUGLAS ELECTRONICS CO., P.O. BOX 426, ST. CHARLES, MISSOURI 63301, ATTN: TRAFFIC DEPARTMENT.
5. Call or wire McDONNELL DOUGLAS ELECTRONICS CO., TRAFFIC DEPT. (Phone 314-925-4505; TWX 910-760-1723), for specific routing instructions on the following: (1) Shipments weighing 10,000 lbs., and/or requiring exclusive use of a vehicle, (2) Shipments requiring air-ride or padded van, (3) Shipments of heavy and/or cumbersome items requiring special equipment, or (4) Air freight shipments weighing 1,000 lbs. or more.

(OVER)

C. FREIGHT CLASSIFICATION

1. The items to be shipped must be accurately described according to the following effective tariffs and subsequent supplements. The applicable item number and description must appear on the bill of lading.

CAB OFFICIAL TARIFF AND CIRCULARS
DOT HAZARDOUS MATERIAL REGULATIONS
NATIONAL MOTOR FREIGHT CLASSIFICATION
UNIFORM FREIGHT CLASSIFICATION

2. Where rates are dependent upon declared valuation, state the value which will provide the lowest rate.
3. Premium transportation shipments shall be classified as A/C Electronic Parts except where specifically otherwise.
4. If any questions arise as to the correctness of a freight classification, all changes and/or establishment of a new freight description must be approved by McDONNELL DOUGLAS ELECTRONICS CO., TRAFFIC DEPT.

D. DIRECT SHIPMENTS

1. Purchase orders requiring shipment to destinations other than McDONNELL DOUGLAS ELECTRONICS CO., ST. CHARLES, MISSOURI will be handled as follows:
 - A. Government Shipments - Contact McDONNELL DOUGLAS ELECTRONICS CO., TRAFFIC DEPT. for instructions prior to release of shipments.
 - B. Bills of lading on which McDONNELL DOUGLAS ELECTRONICS CO. is responsible for freight charges shall be marked "PREPAID" and "CARRIER TO BILL McDONNELL DOUGLAS ELECTRONICS CO., c/o SHIPPERS' FREIGHT PAYMENT PLAN, 1450 NORTH 13TH STREET, ST. LOUIS, MISSOURI 63106".
2. In the absence of specific routing instructions on these shipments, routing must be obtained from McDONNELL DOUGLAS ELECTRONICS CO., TRAFFIC DEPT., prior to shipment. Failure to do so may result in Seller being debited for excessive freight.

E. PACKAGING

1. Unless otherwise specified in the Purchase Order, commercial shipments are to be packed utilizing the best commercial practice consistent with packaging requirements of the following:

CAB OFFICIAL TARIFF AND CIRCULARS
DOT HAZARDOUS MATERIAL REGULATIONS
NATIONAL MOTOR FREIGHT CLASSIFICATION
U.S. POSTAL REGULATIONS

2. Shipments received that are damaged in transit due to insufficient or inadequate packaging will be subject to rejection and returned to you at Seller's expense and claims and liability for damage will rest upon Seller.

FORM APPROVED
OMB NO. 22-R0381

This form is for use in procurements when submission of cost or pricing data is required (See DAR 3-807)

DD FORM 633
1 April 79

Previous edition is obsolete. Replaces DD Forms 633-1 through 5, Apr 68 and DD Form 633-6, Jun 72, which are obsolete.

(3) The "net cost to be deleted" is the "estimated cost of all deleted work" less the "cost of deleted work already performed."

(4) When nonrecurring costs are significant or when specifically requested in detail by the contracting officer, provide a full identification and explanation of same.

(5) The "net cost of change" is the "cost of work added" less the "net cost to be deleted." When this result is a negative amount, place the amount in parentheses.

(6) Refer to 7A(3) above.

C. Price Revision/Redetermination, DAR 3-404.4, .5, .6 and DAR 3-405.4.

| CUTOFF DATE ⁽¹⁾ | NUMBER OF UNITS ⁽²⁾ | | AMOUNT OF | | |
|----------------------------|--------------------------------|-----------------|-----------|--------------------------|------------|
| | COMPLETED | TO BE COMPLETED | CONTRACT | REDETERMINATION PROPOSAL | DIFFERENCE |
| | | | | | |

| COST ELEMENTS ^{(7) & (8)} | INCURRED COSTS | | | | ESTIMATED COST TO COMPLETE ⁽⁵⁾ (e) | ESTIMATED TOTAL COST ^(d+e) | REFERENCE ⁽⁶⁾ |
|----------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|---------------------------------|--------------------------------------------------|---------------------------------------|--------------------------|
| | Pre-production ⁽³⁾ (a) | Completed Units ⁽⁴⁾ (b) | Work in Process ⁽⁴⁾ (c) | Total ^(a+b+c) (d) | | | |
| | | | | | | | |

(1) Enter the cut-off date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted and the number of units remaining to be completed under the contract.

(3) Enter all costs incurred under the contract prior to starting production and other nonrecurring costs (usually referred to as "start-up" costs) from your books and records as of the cut-off date. These include such costs as pre-production engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts of the foregoing are not segregated in or otherwise available from your records, enter in this column your best estimates of such costs. Explain the basis for each estimate and how such costs are charged on your accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also show how such costs would be allocated to the units at their various stages of contract completion.

(4) Enter in column (b) the production costs from your books and records (exclusive of preproduction costs reported in column (a)) of the units completed as of the cut-off date. Enter in column (c) the costs of Work-in-Process as determined from your records or inventories at the cut-off date. When the amounts for Work-in-Process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in column (c) and enter in column (b) the differences between the total incurred costs (exclusive of Preproduction Costs) as of the cut-off date and these estimates. Explain the basis for such estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cut-off date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(5) Enter those necessary and reasonable costs which in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(6) Refer to 7A(3) above.

(7) Where residual inventory exists, the final costs established under FPI and FPR arrangements should be net of the fair market value of such inventory.

(8) In support of subcontract costs, a listing shall be submitted of all subcontracts subject to repricing action, annotated as to their status.

D. Letter contracts DAR 3-408

Follow procedures in 7.A. new procurements, described above.

INSTRUCTIONS

1. The purpose of this form (DAR 16-206) is to provide a vehicle whereby the offeror submits to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost element breakdown, using the applicable format prescribed in 7A, B or C below, shall be attached for each proposed line item, and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with the offeror's cost accounting system. Where agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement and describe the nature thereof. Depending on the offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials — Provide a consolidated priced summary of individual material quantities included in the various tasks, orders or contract line items being proposed, and basis for pricing (vendor quotes, invoice prices, etc.). DAR 15-205.

Subcontracted Items — Include parts, components, assemblies and services to be produced or performed by other than you in accordance with your design, specifications or directions and applicable only to the prime contract. For each subcontract over \$100,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition and basis of establishing source and reasonableness of price, as well as results of review and evaluation of subcontract proposals when required by DAR 3-807.

Standard Commercial Items — Consists of items which you normally fabricate, in whole or in part, and are generally stocked in inventory. Provide appropriate explanation of basis of pricing. If based on cost, provide cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data as required by DAR 3-807.

Interorganizational Transfers (at other than cost) — Provide explanation of pricing method used as required by DAR 15-205.22.

Raw Material — Consists of material which is in a form or state that requires further processing. Provide priced quantities of items required for this proposal. DAR 15-205.

Purchased Parts — Includes material items not covered above. Provide priced quantities for items required for this proposal. DAR 15-205.

Interorganizational Transfers (at cost) — Include separate breakdown of cost by element.

Direct Labor — Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category and furnish basis for estimates. DAR 15-202 and 15-205.

Indirect Costs — Indicate the method of computation and application of your indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluation of the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. DAR 15-203 and 15-205.

Other Costs — List all other costs which are not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide basis for pricing.

Royalties — If amount exceeds \$250, the offeror must submit a DD Form 783 Royalty Report or its equivalent. DAR 15-205 and 9-409.

Facilities Capital Cost of Money — The offeror must submit Form CASB-CMF and show calculation of proposed amount.

2. As part of the specific information required by this form, the offeror must submit with this form, and clearly identify as such, cost or pricing data (that is, data which is verifiable and factual and otherwise as defined in DAR 3-807.1(a)(1)). In addition, submit with this form any information reasonably required to explain the offeror's estimating process, including:

- a. The judgmental factors applied and the mathematical or other methods used in the estimate including those used in projecting from known data, and
- b. The contingencies used by the offeror in the proposed price.

3. There is a clear distinction between "submitting" cost or pricing data and merely "making available" books, records and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the contractor has been submitted, either actually or by specific identification, to the Contracting Officer or authorized representative. As later information comes into the contractor's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.

4. In submitting this form, the offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the form. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.

5. By submission of this proposal, the offeror, if selected for negotiation, grants to the Contracting Officer, or his authorized representative, the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award.

6. As soon as practicable after final agreement on price, but prior to the award resulting from the proposal, the offeror shall, under the conditions stated in DAR 3-807, submit a Certificate of Current Cost or Pricing Data.

7. HEADINGS FOR SUBMISSION OF LINE ITEM COST SUMMARIES:

A. New Procurements

| COST ELEMENTS | PROPOSED CONTRACT ESTIMATE | | |
|---------------|----------------------------|--------------------------|--------------------------|
| | Total Cost ⁽¹⁾ | Unit Cost ⁽²⁾ | Reference ⁽³⁾ |

⁽¹⁾ Enter those necessary and reasonable costs which in the judgment of the offeror will properly be incurred in the efficient performance of the contract. When any of the costs in this column have already been incurred (e.g., letter contract or unpriced order), describe them on an attached supporting schedule. When "preproduction" or "start-up" costs are significant or when specifically requested in detail by the Contracting Officer, provide a full identification and explanation of same.

⁽²⁾ Optional except where required by the Contracting Officer.

⁽³⁾ Attach separate pages as necessary and identify in this column the attachment in which the information supporting the specific cost element may be found.

B. Change Orders, (modifications) DAR 3-807

| COST ELEMENTS | PROPOSED CHANGE ESTIMATE | | | | | |
|---------------|---------------------------------------------------|-------------------------------------------------------|---------------------------------------|-----------------------------------|-----------------------------------|--------------------------|
| | COST OF WORK DELETED* | | | COST OF WORK ADDED ⁽⁴⁾ | NET COST OF CHANGE ⁽⁵⁾ | REFERENCE ⁽⁶⁾ |
| | Estimated Cost of all Deleted Work ⁽¹⁾ | Cost of Deleted Work Already Performed ⁽²⁾ | Net Cost To Be Deleted ⁽³⁾ | | | |

*DAR MANUAL (ASPM No. 1)

⁽¹⁾ The "estimated cost of all deleted work" includes (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

⁽²⁾ The "cost of deleted work already performed" is the incurred cost of such work, actually computed if possible, or estimated in the contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if the contractor desires to retain such items or any portion thereof, indicate amount offered therefor.

MCDONNELL DOUGLAS ELECTRONICS COMPANY

SUPPLIER'S BID PRICE BREAKDOWN

SUPPLIER _____

INVITATION _____

MANUFACTURING COST

| | | |
|-------------------------------------------|----------|----------------|
| _____ Direct Labor Hours @ _____ per hour | \$ _____ | |
| Overhead @ _____ % of _____ | _____ | |
| Purchased Material | _____ | |
| Other Direct Costs _____ () | _____ | |
| _____ () | _____ | \$ _____ |
| G. and A. _____ % of _____ | | _____ \$ _____ |

ENGINEERING COST

| | | |
|-------------------------------------------|----------|----------------|
| _____ Direct Labor Hours @ _____ per hour | \$ _____ | |
| Overhead @ _____ % of _____ | _____ | |
| Purchased Material | _____ | |
| Other Direct Costs _____ () | _____ | |
| _____ () | _____ | \$ _____ |
| G. and A. _____ % of _____ | | _____ \$ _____ |

TOOLING COST

| | | |
|-------------------------------------------|----------|----------------|
| _____ Direct Labor Hours @ _____ per hour | \$ _____ | |
| Overhead @ _____ % of _____ | _____ | |
| Purchased Material | _____ | |
| Other Direct Costs _____ () | _____ | |
| _____ () | _____ | \$ _____ |
| G. and A. _____ % of _____ | | _____ \$ _____ |

TOTAL COST

Earnings @ _____ % of Cost

BID PRICE

All costs included in this proposal are based on the latest information available to the Supplier, including latest actual cost data, and all such information has been furnished to the Buyer.

Signed _____

MCDONNELL DOUGLAS CORPORATION
BOX 516, SAINT LOUIS, MISSOURI, 63166

SUBCONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA

MDC 450-4 (REV 11 SEP 78)

THIS IS TO CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, COST OR PRICING DATA AS DEFINED IN DAR 3-807.1(a)(1)/NASA 3.807-3(g) SUBMITTED, EITHER ACTUALLY OR BY SPECIFIC IDENTIFICATION IN WRITING (SEE DAR 3-807.3(a)/NASA 3.807-3 (h)), TO MCDONNELL DOUGLAS CORPORATION IN SUPPORT OF

_____ * ARE ACCURATE, COMPLETE, AND CURRENT AS OF
(SUBCONTRACTOR PROPOSAL NUMBER)

_____ **
DAY MONTH YEAR

THIS CERTIFICATION INCLUDES THE COST OR PRICING DATA SUPPORTING ANY ADVANCE AGREEMENT(S) AND FORWARD PRICING RATE AGREEMENTS BETWEEN THE SELLER AND THE GOVERNMENT WHICH ARE PART OF THE PROPOSAL.

FIRM _____

NAME _____
(INDIVIDUAL SIGNATURE)

_____ ***
DATE OF EXECUTION

TITLE _____

* DESCRIBE THE PROPOSAL, QUOTATION, REQUEST FOR PRICE ADJUSTMENT OR OTHER SUBMISSION INVOLVED, GIVING APPROPRIATE IDENTIFYING NUMBER.

** THIS DATE SHALL BE THE DATE WHEN THE PRICE NEGOTIATIONS WERE CONCLUDED AND THE CONTRACT PRICE WAS AGREED TO. THE RESPONSIBILITY OF THE SELLER IS NOT LIMITED BY THE PERSONAL KNOWLEDGE OF THE SELLER'S NEGOTIATOR IF THE SELLER HAD INFORMATION REASONABLY AVAILABLE AT THE TIME OF AGREEMENT, SHOWING THAT THE NEGOTIATED PRICE IS NOT BASED ON ACCURATE, COMPLETE AND CURRENT DATA.

*** THIS DATE SHOULD BE AS CLOSE AS PRACTICABLE TO THE DATE WHEN THE PRICE NEGOTIATIONS WERE CONCLUDED AND THE CONTRACT PRICE WAS AGREED TO.

NOTE: IN PURCHASE ORDER/SUBCONTRACTS ISSUED UNDER NATIONAL ASTRONAUTICS AND SPACE ADMINISTRATION PRIME CONTRACTS, THE NASA PROCUREMENT REGULATION SECTIONS REFERENCED SHALL BE APPLICABLE. IN PURCHASE ORDER/SUBCONTRACTS ISSUED UNDER DEPARTMENT OF DEFENSE PRIME CONTRACTS, THE DAR SECTIONS REFERENCED SHALL BE APPLICABLE.

MDEC AUDIT CLAUSE

By submission of a proposal Seller agrees:

- a. Seller shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the work hereunder.
- b. Seller's books, records, documents and other supporting data shall be made available to MDC, or its authorized representative, for inspection and audit as required by MDC in conjunction with the negotiation of this purchase agreement and/or prospective changes, termination claims, options and follow-on orders for the same product or services.
- c. In any of the above events, Seller shall upon request of MDC, furnish a statement of related historical cost experience by cost element, or in such form as stipulated by MDC, together with applicable projections and supporting data. Such statements shall be based on current, accurate and complete cost information and so certified by a responsible officer.
- d. Seller shall cause a like provision to be included in all lower-tier subcontracts valued over \$ 100,000.

Company Name

Authorized Signature

Date of Execution

Title

SUPPLIER'S FACILITY QUESTIONNAIRE

A DIVISION OF

MCDONNELL DOUGLAS

CORPORATION

GENERAL INFORMATION

INSTRUCTIONS: All questions must be answered. If questions are not applicable they should be identified "NA".
If the answer is none, state "NONE". Enter an "X" in appropriate blocks on Yes/No questions.

COMPANY

NAME:

MAILING STREET CITY STATE ZIP CODE TELEPHONE

ADDRESS:

PLANT STREET CITY STATE ZIP CODE TELEPHONE

ADDRESS:

TYPE OF OWNERSHIP: ☐ Proprietorship ☐ Corporation ☐ Subsidiary*
☐ Partnership ☐ Division* ☐ Affiliate*

*Give details by attachments if you control and/or are controlled by other companies, and degree of independence.

PERSONNEL: TITLE NAME

PRESIDENT OR OWNER(S)

GENERAL MANAGER

QUALITY CONTROL MGR.

PERSON TO CONTACT

Name and Title

SALES REP Nearest McDonnell Douglas Electronics Company (MDEC)

Name Address Phone

TYPE OF BUSINESS: ☐ Manufacturer ☐ Engineering ☐ Services
☐ Distributor/Mfg. Rep. ☐ Processor ☐ Other

YEARS IN BUSINESS

NUMBER OF PLANTS

SQUARE FEET MFG TOTAL

CLASSIFICATION

☐ Small This answer must take all employees into consideration, including those of
☐ Large subsidiaries and parent company (small business is less than 500 employees).
☐ Woman Owned Business

IF APPLICABLE, INDICATE MINORITY GROUP OWNING OR CONTROLLING COMPANY

() BLACK () SPANISH SPEAKING AMERICAN
() PUERTO RICAN () AMERICAN-ORIENTAL
() AMERICAN INDIAN () AMERICAN ESKIMO/ALEUT

NUMBER OF EMPLOYEES

Total Production

Procurement

Engineering Other

UNION

☐ None

Present Contract

AFFILIATION

☐ Yes, With

Expiration Date *

Do you have a Small Business Program?

☐ Yes
☐ NoList by attachment any Trade Names
or Trade MarksDo you have procedures for controlling, identifying,
protecting MDEC/Govt. furnished property?☐ Yes
☐ No

EXPERIENCE

Is your management familiar with the
Armed Services Procurement Regulations (ASPR)?☐ Yes
☐ NoHave your performed work under
U.S. Government prime contract?☐ Yes
☐ No

Subcontract?

☐ Yes
☐ No

If yes, attach a list of customers, descriptions, dates, and contract amounts.

List the products which you have advanced beyond the general technology of your industry.

QUALITY CONTROL

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Do you understand Quality Control as required for aerospace or Govt. work? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Do you have written Q. C. Procedures for all phases of operation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you maintain a system for tool and gage calibration? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Is your tool and gage calibration system traceable to the Nat'l. Bureau of Standards? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is a Written Q. C. Manual or Procedures Manual available and maintained for use by all Inspection Personnel? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Is your Q. C. Dept based on: | <input type="checkbox"/> MIL-Q-9858A <input type="checkbox"/> MIL-I-45208A <input type="checkbox"/> MIL-C-456662A <input type="checkbox"/> NAS200 <input type="checkbox"/> _____ |
| Government (Source) Inspection by: <div style="display: inline-block; width: 150px;"> <input type="checkbox"/> None <input type="checkbox"/> Itinerant </div> <div style="display: inline-block; width: 150px;"> <input type="checkbox"/> Resident <input type="checkbox"/> Specify Agency _____ </div> | | | |

FINANCIAL RESPONSIBILITY

| | | | | | |
|---------------------------------------------------------------------------|--|--------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------|--|
| Company Net Worth \$ _____ | | Present Backlog \$ _____ | | Government _____ % | |
| Date _____ | | | | Commercial _____ % | |
| Have your purchasing procedures been approved by an Armed Service Agency? | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | What is your present approx. \$ _____ Engr. \$ _____ Machine Hourly Rate: \$ _____ Tooling \$ _____ Assembly | |
| Have your Labor Rates been approved by an Armed Service Agency? | | Direct Labor <input type="checkbox"/> Yes <input type="checkbox"/> No | | Overhead Yes <input type="checkbox"/> No <input type="checkbox"/> Gen. & Admin. <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Sales last three years: Amount \$ _____ | | Amount \$ _____ | | Amount \$ _____ | |
| Year _____ | | Year _____ | | Year _____ | |

CHECK LIST OF ITEMS NECESSARY TO FULLY EVALUATE YOUR COMPANY

| ITEM | ATTACHED | AVAILABLE IN 30 DAYS | LATER DATE AVAILABLE |
|-----------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------|-------------------------|
| Manufacturing Equipment list showing type, age condition and work size accommodated _____ | _____ | _____ | _____ |
| Annual Report or Financial Statement _____ | _____ | _____ | _____ |
| List of customers, descriptions, dates, and contract amounts _____ | _____ | _____ | _____ |
| Any lists, brochures, catalogs, charts, pictures to illustrate your capabilities in aerospace field _____ | _____ | _____ | _____ |
| Description of relationship between parent company and/or subsidiary, such as, wholly owned, and degree of independence. _____ | _____ | _____ | _____ |
| Current company organizational chart _____ | _____ | _____ | _____ |

LIST HERE OR BY ATTACHMENTS THE PRODUCTS OR SERVICES YOU WANT TO SUPPLY MDEC
INCLUDING STANDARD INDUSTRIAL CLASSIFICATION NUMBERS IF KNOWN

The information contained in this questionnaire is complete and accurate in all details to the best of my knowledge and belief.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

DATE _____